

In addition to providing customers with the opportunity to "opt out" of marketing offers, information is released only with the customers' consent or request, or when required to do so by law or other regulatory authority. When a court order or subpoena requires release of information, customer is notified promptly to give the customer an opportunity to exercise his or her legal rights. The only exceptions to this policy are when notifying the customer is prohibited by court order or law, or cases in which fraud and/or criminal activity is suspected.

6. Be responsive to customers' requests for explanations.

If an application for services is denied or a Customer's relationship with HEALTHEXTRAS is ended, to the extent permitted by applicable laws, an explanation is provided, if requested. The reasons for the action taken is stated and the information upon which the decision was based, unless the issue involves potential criminal activity. Medical information about an applicant for insurance, or an insured individual, may be disclosed to a physician designated by the Customer rather than to the Customer directly.

7. Extend these Privacy Principles to business relationships.

AMEX expects the companies selected as business partners to honor AMEX's Privacy Principles in the handling of customer information. These include companies which (a) assist in providing services to AMEX customers; (b) supply AMEX with information for identifying or evaluating prospective customers; or (c) are given the opportunity to send mailings to approved AMEX customer lists. In selecting business partners, consider the accuracy and quality of the data they provide, how they respond to consumer complaints and whether or not they provide "opt out" choices for those whose information they process.

8. Hold employees responsible for these Privacy Principles.

Each employee is personally responsible for maintaining consumer confidence in AMEX branded programs. Provide training and communications programs designed to educate employees about the meaning and requirements of these Privacy Principles. Conduct internal audits and fee outside expert reviews of compliance with the Privacy Principles and the specific policies and practices that support the Principles.

Disregard of these Privacy Principles shall be deemed a breach of the Agreement and cause for termination pursuant to the terms thereof.

HEALTHEXTRAS shall have an appropriate sensitive-trash disposal program at each location.

HEALTHEXTRAS shall return all magnetic media to the appropriate AMEX location within seven business days of receipt of such magnetic media.

HEALTHEXTRAS shall ensure at each site that no shared environments exist with other businesses for all WANs, LANs, Network connections, dial-up connections, DASD, distributed systems, and that appropriate data controls are implemented.

HEALTHEXTRAS shall follow industry best practices in configuring and operating voice systems to control fraudulent use of 800 numbers, PBX switches and other voice networks.

CARDMEMBER PRIVACY

HEALTHEXTRAS employees may only access, make maintenance changes, or perform financial adjustment on those accounts as required by their job. In addition:

1. They may not access their own personal or corporate AMEX account(s) for any reason.
2. They may not access any AMEX employee account, except where it is part of their normal job responsibility.
3. They may not access another employee account.
4. They may not access an account held by anyone they know outside of work.
5. They may not access any account that they are not required to access as part of their job responsibility.

EMPLOYEE RESPONSIBILITIES

HEALTHEXTRAS' employees are encouraged to report suspected violations of any Privacy Rules, or violations of Information Security Standards to their management for investigation and action.

HEALTHEXTRAS' employees shall never share their USERID/PASSWORD with any other person.

HEALTHEXTRAS' employees must sign-off when leaving their workstation for any reason.

SECURITY ADMINISTRATION AND RESPONSIBILITIES

Awareness and education of all Privacy Rules and Information Security Standards shall be provided to all employees and users of any AMEX system.

HEALTHEXTRAS' management shall maintain (no delegation) security administration privileges to grant access and authority to job functions for all HEALTHEXTRAS employees and users.

Management of user access via USERID/PASSWORD shall be:

1. Unique ownership of USERID by single user.
2. No "Generic" or group USERID HEALTHEXTRAS.
3. Immediate revocation or deletion for any terminated or transferred HEALTHEXTRAS employee.

HEALTHEXTRAS understands that all user accesses to AMEX systems may be monitored at will for compliance with all regulations.

HEALTHEXTRAS shall document all procedures for USERID requests, transaction authorization, and system use.

HEALTHEXTRAS shall review all violation reports, and take action as necessary to prevent unauthorized access and use of AMEX systems.

HEALTHEXTRAS Security Administrators shall be authorized and approved by AMEX Information Security.

HEALTHEXTRAS shall execute background checks on all employees working on AMEX programs including drug screening, employment, education and criminal checks as permitted by all local, state and Federal laws.

In the event that AMEX commences an investigation of possible fraudulent activity, or otherwise upon AMEX' reasonable request, HEALTHEXTRAS shall provide to AMEX all employee information maintained by HEALTHEXTRAS for those employees working on AMEX programs subject to all applicable laws.

SYSTEM SECURITY

HEALTHEXTRAS shall ensure all system connected terminals are equipped with access control (password protection), time-out for non-use.

If data is to reside on any HEALTHEXTRAS system, then standards and security practices must be inserted. Including host access control, Personal Computer access control and virus protection, LAN access controls.

EXHIBIT F**CONFIDENTIALITY/DATA SECURITY**

1. **Confidentiality:** Definition "Confidential Data and Information" shall include any information, data, or materials obtained by one party to this Agreement (the "Receiving Party") from, or disclosed to such party by the other party (or, in the case of AMEX, disclosed to or by AMEX, or any parent, subsidiary, or affiliated company related to AMEX) (the "Disclosing Party"), or customer or service establishment, which information, data, or materials relate to the aforesaid Plan and their design and processes, or to the past, present, or future business activities of the Disclosing Party or any of its subsidiaries, affiliates, or clients, including methods, processes, telephone conversations, financial data, systems, customer names, account numbers, and other customer data, lists, apparatus, statistics, programs, and research and development related information of such entities, except such information as:
 - (a) is already known to the Receiving Party prior to receipt from Disclosing Party or any of its subsidiaries, affiliates or clients, free of any confidentiality obligation at the time it is obtained;
 - (b) is or becomes publicly known through no wrongful act of the Receiving Party;
 - (c) is rightfully received by Receiving Party from a third party without restriction and without breach of this Agreement; or
 - (d) is independently developed by the Receiving Party without reference to the Confidential Data and Information.

With respect to HEALTHEXTRAS' access to customer files and related customer data (if any) ("Files"), HEALTHEXTRAS specifically acknowledges the importance of maintaining the security and confidentiality of the Files, and agrees to take whatever reasonable steps are necessary to prevent the unauthorized transfer, disclosure to, or use of the Files by any person or entity not a party to this Agreement.

2. **Standard of Care:** Neither party shall disclose, publish, release, transfer, or otherwise make available Confidential Data and Information of the other party in any form to, or for the use or benefit of, any person or entity without the Disclosing Party's prior written consent. Each party, however, shall be permitted to disclose relevant aspects of the other party's Confidential Data and Information only to its officers and its employees on a need to know basis to the extent that such disclosure is reasonably necessary for the performance of their duties and obligations under the Agreement; provided, that such party shall take all reasonable measures to ensure that Confidential Data and information of the other party is not disclosed or duplicated in contravention of the provisions of this Agreement by such officers and employees. HEALTHEXTRAS agrees to ensure that the terms and conditions of this Agreement are strictly adhered to by all of its employees and any third party representative. The obligations shall not restrict any disclosure by either party mandated by any applicable law, or by order of any court or government agency (provided that the disclosing party shall give prompt notice to the non-disclosing party of such order). In the event HEALTHEXTRAS will have direct on-line access to American Express Cardmember data, HEALTHEXTRAS will ensure that each HEALTHEXTRAS employee with on-line access shall

read, sign and comply with all Terminal Rules and Regulations set forth in Exhibit J to the Agreement.

3. Notice of Violations: Each party or its employees shall: (a) notify the other party promptly of any material unauthorized possession, use or knowledge, or attempt thereof, of the other party's Confidential Data and Information by any person or entity which may become known to such party and encourage its employees to do the same, (b) promptly furnish to the other party full details of the unauthorized possession, use or knowledge, or attempt thereof, and use reasonable efforts to investigate any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Data and Information, (c) use reasonable efforts to cooperate with the other party in any litigation and investigation against third parties deemed necessary by the other party to protect its proprietary rights, and (d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of Confidential Data and Information. Each party shall bear the cost it incurs as a result of compliance with the requirements set forth in these paragraphs.

4. Monitoring: AMEX reserves the right to monitor access to Confidential Data and Information to prevent the improper or unauthorized use of such Confidential Data and Information such monitoring may include, but is not limited to, on-site inspection of HEALTHEXTRAS locations providing Services for AMEX at any time, and inserting decoy names and addresses in any lists provided to HEALTHEXTRAS. In addition, AMEX reserves the right to visit, unannounced, any of the locations used by HEALTHEXTRAS that provides the Services for AMEX and verify security procedures.

5. Remedy for Confidential Data and Information Loss: Each party agrees that if there is any disclosure of the Confidential Data and Information by its employees or the employees of any third party, it will enforce for the other party's benefit through litigation, if necessary, all rights provided under law to compensate the former party for any damages arising out of such disclosure and to protect the former party from additional disclosure.

6. Remedy for Breach: Each party agrees that if a party, its officers, employees or anyone obtaining access to the proprietary information of the other party by, through or under them, breached any provision of this Exhibit, such other party would suffer irreparable harm and the total amount of monetary damages for any injury to such other party from any violation of this Exhibit would be impossible to calculate and would therefore be an inadequate remedy. Accordingly, each party agrees that the other party shall be entitled to temporary and permanent injunctive relief against the breaching party, its officers or employees, and such other rights and remedies to which such other party may be entitled to at law, in equity and under this Agreement for any violation of this Exhibit.

7. Survival: The provisions of this Exhibit shall survive the termination or expiration of this Agreement.

EXHIBIT GCUSTOMER DATA AND DATA-RELATED RIGHTS

1. Limited Access to Customer Data. HEALTHEXTRAS may have limited access to certain Card Member data including Customer account number, address and other relevant information (the "Customer Data") solely for the purposes of investigating and monitoring the handling of cases and related customer services for the Plan and any other plans to be determined by the parties hereto in the future. AMEX shall have the sole responsibility of overseeing all security standards and requirements as set forth by AMEX in relation to the Customer Data in HEALTHEXTRAS' possession. HEALTHEXTRAS shall insure that all standards and requirements will meet AMEX' full and reasonable satisfaction.

AMEX' Rights. All inventions, methods, techniques, works of authorship, computer software, computer upgrades, computer programs, service providers, information, training materials, telemarketing scripts, computer screens, reports, data, any other proprietary or confidential information made, created, developed or written and intellectual property ("Developed Materials"), shall be deemed AMEX property if paid for and developed by AMEX. Furthermore, in the event Developed Materials are initiated and paid for by AMEX and were jointly created by HEALTHEXTRAS and AMEX such Developed Materials are the sole property of AMEX. AMEX acknowledges that HEALTHEXTRAS has developed, and will continue to develop during the term of this Agreement, valuable intellectual property used by HEALTHEXTRAS in connection with the providing of Services of the type covered by this Agreement and that HEALTHEXTRAS' ownership and protection of such property is essential to its competitive success. Accordingly, irrespective of any other provision of this Agreement, AMEX expressly agrees that Developed Materials paid for entirely by HEALTHEXTRAS (or any agent of HEALTHEXTRAS) shall be the property of HEALTHEXTRAS ("HEALTHEXTRAS Property"). The HEALTHEXTRAS Property shall be fully subject to the confidentiality provisions of this Agreement and shall not be used by either party in any manner except in connection with this Plan during the term of this Agreement. The foregoing notwithstanding, Developed Materials and/or intellectual property jointly developed by the parties exclusively for use in connection with this Agreement shall not be used by either party (except in relationship to this Agreement) without the express written consent of both AMEX and HEALTHEXTRAS. Under no circumstances shall AMEX or HEALTHEXTRAS disclose any information concerning Developed Materials either owned by AMEX or HEALTHEXTRAS.

2. Data and Reports

Ownership of AMEX Data. All data and information submitted to HEALTHEXTRAS by AMEX in connection with the Services (the "AMEX Data") is and shall remain the property of AMEX. The AMEX Data shall: (1) not be used by HEALTHEXTRAS other than in connection with providing or analyzing the Services, (2) not be disclosed, sold, assigned, leased or otherwise provided to third parties by HEALTHEXTRAS; and (3) not be commercially exploited by or on behalf of HEALTHEXTRAS, its employees or agents except as provided in this Agreement. HEALTHEXTRAS shall take all appropriate actions to safeguard the AMEX Data. The database of Enrolled Customers shall remain the sole property of AMEX.

Return of Data. Upon request by AMEX upon the termination or expiration of this Agreement, HEALTHEXTRAS shall (1) promptly return to AMEX, in a format agreed upon by the parties hereto and on the media reasonably requested by AMEX, all AMEX Data and/or (2) erase or destroy under the supervision of AMEX, all AMEX Data in HEALTHEXTRAS possession.

Encls

Database Maintenance. HEALTHEXTRAS agrees to transmit information each month within thirty (30) days of the end of the month on use of the Accidental Disability Plan by Customers/Customer (including, Customer account number and service used), to AMEX' database maintenance facility. The mechanism for this transmission is to be agreed to by the parties.

Accuracy of Data. As part of the Services, HEALTHEXTRAS shall be responsible for the accuracy and completeness of the data and information submitted by HEALTHEXTRAS to AMEX and any errors in and with respect to data and information submitted to AMEX. HEALTHEXTRAS shall promptly correct any errors or inaccuracies in the data or information prepared by HEALTHEXTRAS and submitted to AMEX.

Corrections of Errors. As part of the Accidental Disability Plan, HEALTHEXTRAS shall promptly correct any errors or inaccuracies made known to them either through their own sources or made known to them by AMEX in the AMEX Data. AMEX shall be responsible for (1) the accuracy and completeness of the AMEX Data submitted by AMEX to HEALTHEXTRAS and (2) any errors in and with respect to data obtained from HEALTHEXTRAS caused by inaccurate or incomplete AMEX Data.

EXHIBIT HSECURITY

1. Safety and Security Procedures: *General* - HEALTHEXTRAS shall have limited access to certain Confidential Data and Information solely for the purpose of administering, supervising, investigating and monitoring the handling of claims and related customer services for particular AMEX Plans: (a) HEALTHEXTRAS shall require all visitors to be identified at the front entrance and to sign a visitor log which includes the date, time in/out, firm represented and signature. All visitors shall be issued badges containing a control number. An inventory of all badges shall be conducted on a daily basis; (b) HEALTHEXTRAS shall maintain a secure environment for all Confidential Data and Information which includes a level of physical security controls at least equal to AMEX data security requirements for such HEALTHEXTRAS service location to prevent unauthorized access, damage, or destruction of Confidential Data and Information, including, but not limited to: appropriate alarm systems, access controls, fire suppression, video surveillance, plan material disposal (e.g. sensitive trash disposal program), and staff egress searches; (c) All Confidential Data and Information shall be securely stored for a mutually agreed to retention period, either at the HEALTHEXTRAS' service location or at an off-site location. Said off-site storage location shall be subject to AMEX' prior approval. No party shall, without the prior written consent of the Disclosing Party, use any of the Confidential Data and Information supplied by the Disclosing Party for any purpose other than to fulfill the terms of this Agreement; (d) HEALTHEXTRAS shall maintain an adequately secured computer room facility and tape library, with access restricted to only approved HEALTHEXTRAS staff; (e) HEALTHEXTRAS shall provide to AMEX Information Security management copies of all internal security policies and standards for review prior to commencing administration of the Accidental Disability Plan; (f) HEALTHEXTRAS shall return all magnetic media to the appropriate AMEX location within seven (7) business days of receipt of such magnetic media; and (g) In the event that AMEX commences an investigation of possible fraudulent activity, or otherwise upon AMEX' reasonable request, HEALTHEXTRAS shall provide to AMEX all employee information maintained by HEALTHEXTRAS, for those employees working on AMEX related services, as provided or allowed by law.

2. Logical Security Controls: HEALTHEXTRAS shall maintain a secure environment for all Confidential Data and Information which includes a level of logical security controls at least equal to AMEX data security requirements for such HEALTHEXTRAS service location to prevent unauthorized access, damage, or destruction of Confidential Data and Information, including, but not limited to: individual user identifications, password protection of AMEX applications, data files, and libraries, computer security software, and a secure tape library. In addition: (a) HEALTHEXTRAS shall ensure at each site that to the extent shared environments exist with other businesses for all WANS, LANS, Network connections, dial-up connections, DASD, distributed systems, that all access to AMEX Confidential Data and Information is restricted by employee function and position to only those HEALTHEXTRAS employees who are involved in the administration of the Plan; (b) HEALTHEXTRAS shall ensure that all system connected terminals are equipped with access control (password protection), time-out for non-use; (c) if AMEX Confidential Data and Information is to reside on any HEALTHEXTRAS system, then standards and security practices must be resident, including host access control, personal computer access control and virus protection, and LAN access controls; and (d) HEALTHEXTRAS shall make every

reasonable effort to ensure computer terminals displaying AMEX data face away from common areas.

3. Authorized Access: The HEALTHEXTRAS service location or a separately designated area within the HEALTHEXTRAS service location shall be utilized for the services hereunder and access thereto shall be limited to AMEX personnel and HEALTHEXTRAS personnel performing the services hereunder. HEALTHEXTRAS may admit its prospective clients and clients to the separately designated area or service location, as the case may be, for the purpose of promoting HEALTHEXTRAS' services; provided, however, that no such prospective client and client of HEALTHEXTRAS is an AMEX Competitor. In addition, AMEX shall have the right to escort all such prospective clients and clients through such separately designated area or HEALTHEXTRAS service location. At no time during any such client visit shall HEALTHEXTRAS permit said prospective client or client to monitor AMEX calls or claims handling processes. If AMEX requests that HEALTHEXTRAS implement or maintain safety and security procedures in addition to those stated herein, HEALTHEXTRAS shall implement or maintain such reasonable procedures at HEALTHEXTRAS' expense.

4. Security Relating to Competitors: HEALTHEXTRAS shall not disclose to AMEX Competitors the HEALTHEXTRAS administration service location or a separately designated area within the HEALTHEXTRAS administration service location or resources used to provide the administration services hereunder. AMEX reserves the right to disapprove of any such sharing with AMEX Competitors at the HEALTHEXTRAS service location. For the purpose of this Section, "AMEX Competitors" shall mean any person, firm or enterprise conducting a financial services business or providing or supporting a financial product agreement, except as otherwise expressly provided herein.

5. Disaster Recovery: HEALTHEXTRAS shall provide to AMEX a disaster recovery plan with a maximum of 24 hour recovery for each location performing services hereunder. HEALTHEXTRAS shall also provide information on hot site and cold sites. HEALTHEXTRAS shall provide AMEX written notification should there be a change or modification with respect to HEALTHEXTRAS' hot and cold sites. All critical supporting applications at each HEALTHEXTRAS' site performing services hereunder shall have had a valid and documented test of the disaster recovery plan, and HEALTHEXTRAS shall provide copies of such to AMEX.

6. Assignment and Successions: The services provided by HEALTHEXTRAS hereunder are personal services that cannot be assigned, transferred or subcontracted to any third party without the express prior written consent of AMEX. No party shall transfer or assign this Agreement, or any right or obligation under it, by operation of law or otherwise, to any person or entity without the prior written consent of the other party and any such attempted assignment shall be void; provided, however, that each party may assign this Agreement and any of its rights and obligations under it to its parent, subsidiaries and affiliates without such written consent.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party, unless terminated as provided herein.

AMEX AUDIT RIGHTS

HEALTHEXTRAS shall provide AMEX with a monthly report showing the number of requests received for each type of service covered by this Agreement, the number of times each such service was rendered, and an explanation of any significant delay in the provision of the service. HEALTHEXTRAS shall also provide, as part of this monthly report, such additional information as AMEX may reasonably request.

HEALTHEXTRAS shall prepare and submit to AMEX such other periodic reports relating to any or all of the services described in this Agreement as AMEX may reasonably request.

HEALTHEXTRAS shall keep all documents (excluding credit and monitoring reports) relating to services provided under this Agreement for a period of seven (7) years. Unless otherwise instructed by AMEX, HEALTHEXTRAS shall promptly deliver all such documents to AMEX upon the termination of this Agreement.

AMEX shall have the right, during normal business hours and with 24 hour notice to HEALTHEXTRAS, to visit HEALTHEXTRAS' operations center to (i) monitor telephone conversations between HEALTHEXTRAS customer service representatives and Customers/Customers to the extent permitted by and in accordance with applicable law, and (ii) to audit HEALTHEXTRAS Accidental Disability Plan Locations and files for the services described in this Agreement and otherwise relating to HEALTHEXTRAS' performance of its obligations under this Agreement. Upon AMEX' request, HEALTHEXTRAS shall also cooperate with AMEX in developing the telecommunications systems necessary to enable AMEX to conduct such telephone monitoring at any time from AMEX' New York headquarters or other reasonable remote location(s) to the extent permitted by and in accordance with applicable law. In the event such systems are developed, AMEX may conduct such remote monitoring at any time to the extent permitted by and in accordance with applicable law and to the extent AMEX will cover the cost to develop the necessary telecommunications systems, AMEX shall cover those costs that are reasonable and appropriate.

AMEX shall have the right, without notice, to perform a Data Security review of HEALTHEXTRAS security controls as they relate to the physical security and protection of AMEX Confidential data/system access.

EXHIBIT JNon Disclosure Agreement

[Subcontractor/Agent/Representative Name] ("Receiving Party") agrees that Receiving Party is aware that American Express Travel Related Services Company, Inc. ("AMEX") and HEALTHEXTRAS have entered into a Marketing Agreement ("Agreement") that imposes certain obligations on HEALTHEXTRAS, some of which are specifically set forth below. Receiving Party understands that as part of obligations under the Marketing Agreement, HEALTHEXTRAS is required to obtain this written agreement from Receiving Party to further ensure understanding and compliance with these obligations.

In consideration of Receiving Party's future assignment and/or responsibilities in connection with HEALTHEXTRAS' performance under the Marketing Agreement, Receiving Party hereby acknowledges, represents and confirms to HEALTHEXTRAS and AMEX as follows: (a) Receiving Party has read the provisions of this Non-Disclosure Agreement, understands each of them, agrees to them, and knows of no agreements, obligations or restrictions which prevent or prohibit Receiving Party from complying with them; (b) Receiving Party shall receive and maintain all AMEX information and perform services in a manner consistent with these obligations; and (c) Receiving Party agrees not to, directly or indirectly, engage in or assist others to engage in, any activity or conduct which violates the provisions of this Non-Disclosure Agreement.

1. General Obligations. All confidential or proprietary information and documentation ("Confidential Information" (including the terms of this Non-Disclosure Agreement, the AMEX Data and the Software) relating to AMEX (including without limitation AMEX' Customers, partners and clients) shall be held in confidence by Receiving Party to the same extent and in at least the same manner as AMEX protects its own confidential or proprietary information and as recommended as a result of any facility audits or reviews. Receiving Party shall not disclose, publish, release, transfer or otherwise make available Confidential Information in any form to, or for the use or benefit of, any person or entity without AMEX's express written consent. Receiving Party shall, however, be permitted to disclose relevant aspects of the Confidential Information to its officers, agents, subcontractors and employees and to the officers, agents, subcontractors and employees of its corporate affiliates or subsidiaries to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations to HEALTHEXTRAS under the Marketing Agreement; provided, that HEALTHEXTRAS shall take all reasonable measures to ensure that the Confidential Information is not disclosed or duplicated in contravention of the provisions of this Non-Disclosure Agreement by such officers, agents, subcontractors and employees. The obligations in this Section 1 shall not restrict any disclosure by Receiving Party pursuant to any applicable law, or by order of any court or government agency (provided that Receiving Party shall give prompt notice to AMEX of such order) and shall not apply with respect to information which (a) is developed by Receiving Party without violating AMEX' proprietary and confidential rights, (b) is or becomes publicly known (other than through unauthorized disclosure), (c) is disclosed by AMEX to a third-party free of any obligation of confidentiality, is already known by the Receiving Party, without an obligation of confidentiality other than pursuant to this Non-Disclosure Agreement or any confidentiality agreements entered into before the effective date of the Marketing Agreement, or (d) is rightfully received by Receiving Party free of any obligation of confidentiality.

2. Unauthorized Acts. Receiving Party shall: (a) notify AMEX promptly of any material unauthorized possession, use or knowledge, or attempt thereof, of the Confidential Information by any person or entity which may become known to such party, (b) promptly furnish to AMEX full details of the unauthorized possession, use or knowledge, or attempt thereof, and use reasonable efforts to investigate and prevent the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of the Confidential Information, (c) use reasonable efforts to cooperate with AMEX in any litigation and investigation against third parties deemed necessary by AMEX to protect its proprietary and confidential rights and (d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of the Confidential Information. Receiving Party shall bear the cost it incurs as a result of compliance with this Section 2.

3. Receiving Party agrees that if Receiving Party threatens to or actually breaches or fails to observe any of the obligations set forth in this Non-Disclosure Agreement, AMEX and HEALTHEXTRAS shall be subject to irreparable harm which shall not be adequately satisfied by damages. Receiving Party therefore agrees that HEALTHEXTRAS or AMEX shall be entitled to an injunction and/or any other remedies permitted, to ensure and enforce Receiving Party's compliance with these obligations; provided, however, that no specification herein of any particularly legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies.

By: _____

Name: _____

(Type, Stamp or Print)

Title: _____

Date: _____

Witness: _____

EXHIBIT K

An American Express company

**TRAVEL
RELATED
SERVICES****TERMINAL RULES AND REGULATIONS**

Part of our mission is to make changes and adjustments to various Customer accounts. This is done through the use of our computer system. The use of this system is extremely critical. There are a few very specific rules and regulations that go along with working with the computer system. Every employee who is involved with the computer system must follow these rules in detail. Therefore, you are being shown the rules and regulations so that you understand how the system works. It is very important that you understand and comply with the following operating rules and regulations.

MAINTENANCE CHANGES TO CARDMEMBER ACCOUNTS.

As part of your job, you may be making address changes, maintenance changes, or issuing replacement cards. You may also be making financial adjustments.

THE RULE IS: You are never to make any type of maintenance changes or financial adjustments to the following types of Card account:

1. Your own American Express Account.
2. A Card Account held by anyone you know outside of work.
3. Any Account that you are not required to access as part of your job responsibility.

*Note - If in the normal course of business you need to make any type of maintenance or financial adjustment on an account held by another employee of American Express, immediately notify your Team Leader of the employee account you have just handled and the change or adjustment you have made.

USE OF YOUR PASSWORD AND IDENTIFICATION NUMBER

THE RULE IS: You are not to give your password to any person and you are not to use another employee's password or identification number.

This is for your own protection. Your password identifies you to the system. The computer system tracks all entries that are made by the person who makes them. If your password were to be used by

anyone in such a manner that results in errors or fraud, you would be held accountable for the error or fraud.

THE RULE IS: You are to sign off when you leave your terminal and sign back on when you return to your terminal. This applies to time away from your desk for breaks, lunch, meetings, etc.

MONITORING

All terminals are subject to monitoring and terminal monitoring may occur simultaneously with telephone monitoring. In addition, you should understand that all transactions in the system are recorded by the computer. Print-outs listing all transactions by employee identification number and password are monitored on a regular basis.

UNAUTHORIZED ACCESS/VIEWING OF ACCOUNTS

THE RULE IS: You are never to access or view the following types of Card accounts:

1. Your own American Express Account.
2. A Card Account held by anyone you know outside of work.
3. Any Account that you are not required to access as part of your job responsibility.

*Note - If in the course of business you need to access an account held by another employee of American Express immediately notify your Team Leader of the employee account you have just had to access. Otherwise, you are never to access or view a Card account held by another employee.

IMPORTANCE OF THE RULES AND REGULATIONS

- These rules are extremely important.
- Any employee who willfully disregards these rules and regulations is subject to discipline, up to and including discharge from employment.

ACKNOWLEDGMENT

I have read and understand the above regulations and agree to comply with them.

Employee Signature

Print Name

Date

EXHIBIT L

APPROVED VENDORS

The following vendors are approved by AMEX to provide support services to
HEALTHEXTRAS as respects the Accidental Disability Plan:

1. Reliance National Insurance Company, New York, NY
2. Fidelity Security Life Insurance Company, Kansas City, MO
3. TCIM Services, Inc., Wilmington, DE
4. Telematch, Springfield, VA
5. North American Communications, Duncansville, PA